

<b>Title</b>	<b>GS1 Trusted Content Service Specific Terms and Conditions of Use</b>
<b>Version</b>	<b>1.0</b>
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## 1.0 This Agreement

- 1.1 This agreement, which comprises the specific terms for the GS1 Trusted Content service (“**GS1 Specific Terms**”) and the GS1 General Terms for GS1 Services (“**GS1 General Terms**”), set out the GS1 terms which govern Your access to and use of the GS1 Trusted Content Service (“**GS1 Service**”).
- 1.2 By accessing and using the GS1 Service, You agree to the:
  - (a) GS1 Specific Terms;
  - (b) GS1 General Terms; and
  - (c) Registration Form,(collectively, “**the GS1 Terms**”).
- 1.3 In the event of an inconsistency in terms of the GS1 Terms, the order of the documents as presented in Clause 1.2 will prevail to the extent of the inconsistency.

## 2.0 The Service

- 2.1 By submitting a Registration Form, You acknowledge that You have read, understood and agree to be legally bound by the terms and conditions set out in this Agreement during the period referred to in Clause 7.0, and that You will be so bound upon GS1 providing confirmation of acceptance of Your Registration Form or otherwise providing You with access to the GS1 Service.
- 2.2 The Content provided to You through the GS1 Service is delivered on an 'as is' basis. The accuracy of this Content is subject to the terms and conditions that apply to You “as if” You are a user of the National Product Catalogue, Smart Media, or any other service provided by GS1.
- 2.3 You acknowledge that certain data and information is provided to GS1 on the basis that it will not be disclosed to third parties (“Non-disclosure Information”) and that data or information provided as part of the GS1 Service will not include such data or information. GS1 shall not be obliged to advise You where Non-disclosure Information is withheld or excluded from the data or information provided as part of the GS1 Service.

- 2.4 The terms and conditions detailed in this Agreement do not affect any other terms and conditions to which You are subject including any terms and conditions applying to You as a subscriber member of GS1 or as a user of National Product Catalogue, Smart Media or any other service provided by GS1. You agree to continue to comply with all such terms and conditions, including insofar as they apply to any use of the GS1 Service, provided that, to the extent of any inconsistency, the terms and conditions of this Agreement shall prevail in respect of any matter relating directly to the GS1 Service.

### **3.0 Your Obligations**

- 3.1 You are solely responsible for advising GS1 of Your Data Requirements in order to receive Content as required. You must complete a Data Requirements Form to capture this information. GS1 will rely on this alone for the purposes of Your specific instructions in providing the GS1 Service to You.
- 3.2 Unless otherwise agreed, You may only use the GS1 Service for Your internal business purposes. You must not on-sell or supply any Content provided to You as part of the GS1 Service to any third party:
- (a) in the form it is provided to You;
  - (b) in a manner that competes with the GS1 Service; and
  - (c) unless the Content has been incorporated into a good or service You provide to third parties that is substantially different from the GS1 Service.
- 3.3 You acknowledge and agree that any act or omission of any of Your Authorised Personnel or any other person accessing the GS1 Service (including acceptance of the terms of this Agreement or any variation to them) shall be treated as an act or omission of You. Any person accepting the terms of this Agreement on Your behalf warrants that he or she has Your authority to do so.
- 3.4 Subject to clause 4.0, clause 3.2 does not apply where You have entered into the Third Party Service Provider arrangement.
- 3.5 Unless otherwise agreed, You agree that all Content to be delivered to You as part of the GS1 Service will be delivered to the Primary Contact.

## 4.0 Third Party Service Provider

- 4.1 You are responsible for any Third Party Service Provider acting on Your behalf with respect to the use and access of the GS1 System or GS1 Service. The actions of the Third Party Service Provider will be construed as Your actions for the purposes of the GS1 Terms.
- 4.2 You must ensure that the Third Party Service Provider:
- (a) has the requisite authority to act on Your behalf and You must provide evidence of such authority to GS1 on request;
  - (b) has all necessary licences in relation the use of Your Content; has read, understood and agrees to the GS1 Terms;
  - (c) only uses the Content for Your business purposes; and
  - (d) complies with all Applicable Laws.
- 4.3 GS1 may elect not to provide, or to suspend or terminate, at any time the Third Party Service Provider access to and use of, the GS1 Service until such time as GS1 has evidence that the requirements in clause 4.2 are satisfied.

## 5.0 Rights and Obligations

- 5.1 GS1 will use its reasonable endeavours to ensure that the GS1 Service performs substantially in accordance with the GS1 Service user documentation published by GS1 from time to time. GS1 does not guarantee that the GS1 Service will be available, or will so perform, at all times but will use reasonable endeavours to schedule controlled maintenance activities outside of Business Hours.
- 5.2 GS1 may from time to time make modifications to the GS1 Service, including its design, functionality, and appearance and without notice to You.

## 6.0 Fees and payment

- 6.1 You must pay GS1 the Fees for the GS1 Service set out in the fee schedule on the GS1 website or as otherwise communicated to You in writing by GS1.
- 6.2 Unless otherwise agreed to in writing between You and GS1, the payment provisions in the GS1 General Terms will apply to the payment of the Fees.

## 7.0 Termination

- 7.1 Without affecting other rights or obligations under the GS1 Terms, either Party may terminate the GS1 Specific Terms in accordance with the GS1 General Terms.
- 7.2 You understand that each GS1 Specific Terms You have agreed to are separate and independent and terminating these GS1 Specific Terms will not affect other GS1 Specific Terms or the GS1 General Terms in force with GS1.

## 8.0 Intellectual Property

- 8.1 In addition to, and without limiting Clause 10 of the GS1 General Terms, Where any data or information is provided to You as part of the GS1 Service and is incorporated into any document, good or service You publish, provide, supply or otherwise make available to any third party, unless otherwise directed by GS1, You agree to acknowledge GS1 as the source of that data or information provided that:
- (a) Your entitlement to use GS1's name and any logo or trademark of GS1 ("GS1's name and logos") is limited to use only to the extent reasonably required to comply with clause 3.0;
  - (b) You must follow all reasonable directions of GS1 in respect of the form of any such acknowledgement and any use of GS1's name and logos;and
  - (c) You must cease all such acknowledgement and use of GS1's name and logos immediately upon request by GS1.

## 9.0 Definitions

In these GS1 Specific Terms, the following words have these meanings unless a contrary intention appears. Other meanings not specified below are set out in the GS1 General Terms:

**Authorised Personnel** means the Primary Contact, Third Party Service Provider or advised to GS1 pursuant to clause 5.2 of the GS1 General Terms.

**Content** means the data, text, information, and other materials provided by You to GS1 (or directly to the GS1 Service) for the purposes of publication on, or use in relation to, the GS1 Service.

**Data Requirements** means the data attributes, data frequency, data format and file sharing method advised to GS1 on a Data Requirements Form used to determine applicable price levels and to enable appropriate delivery of the Content as required.

**Data Requirements Form** means the form which You must complete in accordance with clause 3.0 in the format determined by GS1 from time to time.

**GS1 Service** means the GS1 Trusted Content Service which is more particularly described on the GS1 Website.

**Obligations** has the meaning given in Clauses 3.0 and 4.0.

**Primary Contact** means the person nominated by You as the “Primary Contact” in the Registration Form or advised to GS1 in accordance with clause 5.2 of the GS1 General Terms.

**Registration Form** means the registration form utilised for applying for access to the GS1 Service in the format determined by GS1 from time to time.

**You** means the entity whose details are set out in the Registration Form (and “you”, “your” and “Your” has a corresponding meaning).